

END USER LICENSE AGREEMENT

This End User License Agreement ("this Agreement") is between you and Ranj, serious games B.V. ("Ranj", "we" or "us") for the Sharkworld game including software ("the Game").

Please read this Agreement carefully. It contains important terms that affect you and your use of the Game. By clicking "I accept" or by installing, copying or using the Game, you agree to be bound by the terms of this Agreement including the disclaimers contained herein. If you do not agree to these terms, do not install, copy or use the Game.

Article 1: Software license

Subject to the terms and conditions of this Agreement, we grant you a non-exclusive, non-transferable license to install and use one copy of the game code of the Game, solely for your personal, noncommercial use. You agree to maintain only one user account for the online service with which the Game is used/played, and you agree to use/play the Game only in connection with such user account. Any software that updates, supplements or replaces the original software of the Game is governed by this Agreement unless separate license terms accompany such update, supplement or replacement, in which case such separate terms will govern in the event of a conflict with this Agreement or as otherwise provided in such separate terms.

Article 2: License limitations

The preceding states the entirety of your rights with respect to the Game, and we reserve all rights not expressly granted to you in this Agreement. Without limiting the foregoing, you will not do, or authorize or permit any third party to do, any of the following: a) distribute, license or sell the software of the Game/the game code, b) use the Game/the game code for any purpose other than your personal, noncommercial use, c) reverse engineer, decompile, disassemble or attempt to discover the source code for the Game, d) modify, alter or create any derivative works of the Game, e) remove, alter or obscure any copyright, trademark or other proprietary rights notice on or in the Game.

Article 3: Ownership

The Game is the valuable property of Ranj and is protected by copyright and other intellectual property laws and treaties. We own all right, title and interest in and to the Game, including all copyright and other intellectual property rights in the Game.

Article 4: Disclaimers of warranty

To the maximum extent permitted by applicable law and subject to the express provisions of this Agreement: a) Ranj/its licensee provide the game code and the Game "AS IS" and with all faults, end hereby disclaim all representations and warranties, either express, implied or statutory, including, but not limited to, any implied warranties of fitness for a particular purpose, of lack of viruses, of accuracy or completeness of responses, of results, and of lack of negligence or lack of workmanlike effort, all with regard to the Game, b) there is no representation or warranty of title, quiet enjoyment, quiet possession, correspondence to description, or non-infringement, with regard to the Game, c) the entire risk as to the quality, or arising out of use or performance, of the Game, remains with you, d) Ranj/its licensee does not warrant that the functions contained in the Game will be uninterrupted or error-free, or that defects in the Game will be corrected.

Article 5: Exclusion of incidental, consequential and other damages

To the maximum extent permitted by applicable law, in no event shall Ranj/its licensee be liable for: a) any special, incidental, indirect, or consequential damages whatsoever, b) any direct or indirect damages for loss of profits or confidential or other information, business interruption, personal injury, loss of privacy, failure to meet any duty including of good faith or reasonable care or negligence, c) any other pecuniary or other loss whatsoever, arising out of or in any way related to the use of or inability to use the Game, or otherwise under or in connection with any provision of this Agreement, even in the event of default, tort (including negligence), strict liability, breach of contract or breach of warranty of Ranj/its licensee, even if Ranj/its licensee has been advised of the possibility of such damages.

Article 6: Limitation of liability and remedies

Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced above and all other direct or indirect damages), the entire liability of Ranj/its licensee under or in connection with any provision of this Agreement and your exclusive remedy for all of the foregoing shall be limited to the greater of the amount actually paid by you for the Game or € 150,- The foregoing limitations, exclusions and disclaimers shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

Article 7: Termination

Ranj/its licensee may terminate this Agreement at any time if you act in any way in breach of this Agreement. In the event of the termination of this Agreement: a) the license granted to you in this Agreement will terminate immediately, b) Articles 3 (Ownership), 4 (Disclaimers of Warranty), 5 (Exclusion of incidental, consequential and other damages), 6 (Limitation of Liability and Remedies), 8 (Governing Law and Jurisdiction) and 9 (General provisions) will survive any such termination.

Article 8: Governing law and jurisdiction

Unless expressly prohibited by local law, this Agreement is governed by the laws of The Netherlands, without regard to any conflict of law principles to the contrary. You agree to submit to the exclusive jurisdiction of the competent court in Rotterdam, The Netherlands.

Article 9: General provisions

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the remainder of this Agreement will remain in full force and effect. The headings of articles of this Agreement are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such articles. You may not assign this Agreement or any of your rights under this Agreement without the prior written consent of Ranj/its licensee, and any attempted assignment without such consent shall be void. This Agreement sets forth our entire agreement with respect to the Game and supersedes all prior and contemporaneous understandings and agreements whether written or oral. No amendment, modification or waiver of any of the provisions of the Agreement will be valid unless set forth in a written instrument signed by the party to be bound thereby.

Article 10: Successor agreements

This Agreement may change in the future effective upon prior notice by its posting of the revised version of this Agreement on the Game's website. Ranj/its licensee may provide such other notice as Ranj/its licensee may elect in its sole discretion. Following notice of changes to this Agreement you will be deemed to have accepted this revised version unless and until Ranj/its licensee receives written notice from you informing Ranj/its licensee that you removed the Game from your computer. Failure to remove and destroy the Game from your computer will be deemed an acceptance of the revised version of this Agreement. Except as provided in this article, this Agreement may not be revised except in writing signed by all relevant parties.